

**VILLAGE OF POMONA
BOARD OF TRUSTEES MEETING**

**August 24, 2026
7:30 PM**

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Open Public Comment Period**
- 5. Cultural Center Report**
- 6. Approval of Minutes from Village Board Meeting on 7/27/2026**
- 7. Approval of Treasury Report**
- 8. New Business**
 - 8a Public Hearing regarding, Renewal of Verizon Cable Television Franchise Agreement.**
 - 8b 3 Opal escrow refund request**
- 9. Old Business**
- 10. Buildings & Maintenance**
- 11. Trustees Period**
- 12. Office Period**
- 13. Legal items**
- 14. Executive Session, if needed, for the purpose of discussing personnel and legal issues**
- 15. Motion to adjourn**

As of August 18, 2026

TREASURER'S REPORT



VILLAGE OF POMONA

100 Ladentown Road
Pomona, NY 10970
Tel (845) 354-0545
Fax (845) 354-0604
www.pomonavillage.com

Trustee _____ moved the resolution that the payment of General Funds Claims totaling **109,109.26** set forth on **page 5** in the **Monthly Abstract Listing** dated **July 23 through August 18, 2026** as submitted is hereby approved subject to individual audits by the Board of Trustees.

The Payroll(s) of **July 24, 2026** and **August 7, 2026** as set forth in the payroll in the amount(s) **\$10,995.39** and **\$11,061.86** respectively, are hereby submitted for approval, subject to the individual audits by the Board of Trustees.

Seconded by _____

Motion carried _____

Vote _____

Village of Pomona
Balance Sheet
As of August 18, 2026

	Aug 18, 26
ASSETS	
Current Assets	
Checking/Savings	
A200 · General Account 2207	115,597.34
A204 · Petty Cash	632.39
A206 · Tax MMA 2947	3,362,753.09
Total Checking/Savings	3,478,982.82
Other Current Assets	
A251 · Taxes Receivable, Current	54,357.71
A380 · Accounts Receivable	51,300.83
Total Other Current Assets	105,658.54
Total Current Assets	3,584,641.36
TOTAL ASSETS	3,584,641.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
A701 · Village Tax Overpayment	9,241.39
A605 · Tennis Court Key Deposits	25.00
A601 · Accrued Liabilities	
A601.j · 130 Camp Hill Road - Escrow	111,315.00
A601.f · Family Leave Act Withholding	4,490.38
A601.e · Disability Withholding	210.00
Total A601 · Accrued Liabilities	116,015.38
A631 · Due to NYS Retirement Sys	564.07
Total Other Current Liabilities	125,845.84
Total Current Liabilities	125,845.84
Total Liabilities	125,845.84
Equity	
3900 · Unassigned Fund Balance	2,428,367.43
Net Income	1,030,428.09
Total Equity	3,458,795.52
TOTAL LIABILITIES & EQUITY	3,584,641.36

Village of Pomona
Treasurer's Report
June 1 through August 18, 2026

	Jun 1 - Aug 18, 26
Income	
A1001 · Real Estate Taxes	
1001.c · Pomona Village Taxes	1,143,037.61
Total A1001 · Real Estate Taxes	1,143,037.61
A1090 · Fines/Penalties/Taxes	
1090.b · Court Fees/Fines	3,000.00
1090.a · Property Tax Late Payment Fees	1,483.13
Total A1090 · Fines/Penalties/Taxes	4,483.13
A1120 · County Sales Tax Revenue	29,019.00
A1130 · Utilities Gross Inc Tax	9,649.44
A1255 · Clerk's Fees	121.00
A2401 · Interest & Earnings	15,571.22
A2590 · Building Permits/Inspection	
A2590.d · Re-Inspection Fee	400.00
A2590.c · Grading Permit	6,260.00
A2590.a · Permits	54,105.00
A2590.b · Violation Search	5,250.00
Total A2590 · Building Permits/Inspection	66,015.00
A2651 · Recycling Fees	2,564.10
A3002 · Mortgage Tax	0.00
A3801 · Other State Grants	0.00
Total Income	1,270,460.50
Gross Profit	1,270,460.50
Expense	
A7141 · Village Parks	
7141.f · Beautification/Clean	1,012.50
7141.d · Landscape Contractual	5,862.00
7141.b · Parks Maintenance & Repair	34,349.00
Total A7141 · Village Parks	41,223.50
A1440 · Engineering	
1440.c · Engineering-Contractual	7,778.89
Total A1440 · Engineering	7,778.89
A1425 · Code Enforcement	
1425.b · Code Enforcement - Contract	756.18
1425.a · Code Enforcement - Personal	3,708.42
Total A1425 · Code Enforcement	4,464.60
A1450 · Elections	
1450.c · Contractual	342.99
Total A1450 · Elections	342.99
A1350 · Mayor/Trustees' Compensation	
1350.b · Trustees' Compensation	6,346.10
1350.a · Mayor	5,000.00
Total A1350 · Mayor/Trustees' Compensation	11,346.10
A9030 · Employer Payroll Expenses	
A9030.b · Employer Medicare Expense	763.19
A9030.a · Employer FICA Expense	3,261.98
Total A9030 · Employer Payroll Expenses	4,025.17
A1325 · Gross Wages/Salaries	
1325.g · Part Time Clerk	5,288.45
1325.a · Clerk/Treasurer	14,903.85

Village of Pomona
Treasurer's Report
June 1 through August 18, 2026

	Jun 1 - Aug 18, 26
Total A1325 · Gross Wages/Salaries	20,192.30
66900 · Reconciliation Discrepancies	-0.35
A1210 · Mayor - Office	750.00
A1320 · Auditors	6,000.00
A1328 · Clerk/Treasurer-Contractual	
1328.w · Bank Error	-56.79
1328.t · Clerk/Treasurer Equipment	822.83
1328.r · Print/Reproduction	17.75
1328.a · Office Supplies	109.50
1328.c · Phone & Internet	3,424.35
1328.e · Payroll Services	500.00
1328.j · Death Certificates	80.00
1328.q · Seminars	6.67
A1328 · Clerk/Treasurer-Contractual - Other	9,000.00
Total A1328 · Clerk/Treasurer-Contractual	13,904.31
A1420 · Law-Contractual	
1420.a · Legal Work	55.00
Total A1420 · Law-Contractual	55.00
A1421 · Legal Ads/Publications	715.30
A1620 · Buildings-Contractual	
1620.a · Orange & Rockland	1,432.79
1620.b · Village Hall Cleaning	1,235.00
Total A1620 · Buildings-Contractual	2,667.79
A3410 · Hydrant Rental	24,590.48
A3620 · Building Inspector-Contractual	
3620.h · Building Inspector Compensation	8,365.40
3620.b · Mileage	957.93
Total A3620 · Building Inspector-Contractual	9,323.33
A5142.a · Contractual-Ramapo	77,863.98
A5192 · Street Lighting	746.74
A7510 · Cultural-Director	
7510.2 · Cultural Director Salary	7,500.00
Total A7510 · Cultural-Director	7,500.00
A7510 Cultural-Contractual	
7510 e · Event Hospitality	470.12
7510.j · Events Personnel	1,200.00
7510.a · Orange & Rockland	315.65
7510.b · United Water	113.42
7510.c · Verizon	122.77
7510.e · Security	225.00
Total A7510 Cultural-Contractual	2,446.96
A8020 · Planning-Contractual	
8020.c · Planner-Nelson, Pope, Voorhis	2,887.50
Total A8020 · Planning-Contractual	2,887.50
A9063 · Health Insurance	750.00
A9080 · Unemployment	457.82
Total Expense	240,032.41
Net Income	1,030,428.09

08/18/26

Village of Pomona
Monthly Abstract Listing
 July 23 through August 18, 2026

Type	Date	Num	Name	Memo	Account	Debit	Credit
Check	07/24/2026	ACH	Veolia Water New York Inc. Veolia Water New York Inc. Veolia Water New York Inc. Veolia Water New York Inc.	Monthly Water Bills OLD RT 202 - 8431710000 584 RT 306 - XXXXXXXX710000 OLD RT 202 - 20001070810000	A200 · General Ac... A3410 · Hydrant R... 7510.b · United W... 7510.b · United W...	 12,295.24 30.19 36.57	12,362.00
						12,362.00	12,362.00
Check	07/30/2026	ACH	Orange & Rockland Orange & Rockland Orange & Rockland Orange & Rockland Orange & Rockland	Village Hall - 40933-10000-6 - 10... Cultural Center - 85367-93000-6 ... Call Hollow Road - 88971-72000-... Street Lighting - 28458-53000-4 -...	A200 · General Ac... 1620.a · Orange & ... 7510.a · Orange & ... 1620.a · Orange & ... A5192 · Street Lig...	 585.41 146.85 291.32	1,023.58
						1,023.58	1,023.58
Check	07/24/2026	DD	Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 7510.2 · Cultural D... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	 1,500.00 42.69 93.00 21.75 54.00 1.20 6.48	1,280.88
						1,500.00	1,500.00
Check	07/24/2026	DD	Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H.	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1325.g · Part Time... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	 1,057.69 232.11 65.58 15.34 35.42 1.20 4.57	703.47
						1,057.69	1,057.69
Check	07/24/2026	DD	Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.a · Mayor A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le... A631 · Due to NYS...	 1,000.00 0.00 62.00 14.50 19.72 1.20 4.32 60.00	838.26
						1,000.00	1,000.00
Check	07/24/2026	DD	Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	 307.69 0.00 19.08 4.46 0.90 1.20 1.33	280.72
						307.69	307.69
Check	07/24/2026	DD	Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	 307.69 0.00 19.08 4.46 0.90 1.20 1.33	280.72
						307.69	307.69
Check	07/24/2026	DD	Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	 346.15 0.00 21.46 5.02 1.20 1.49	316.98

08/18/26

Village of Pomona
Monthly Abstract Listing
 July 23 through August 18, 2026

Type	Date	Num	Name	Memo	Account	Debit	Credit
						346.15	346.15
Check	07/24/2026	DD	Orange, Moshe	Bi-Weekly Payroll	A200 · General Ac...		2,608.86
			Orange, Moshe	Bi-Weekly Payroll	1325.a · Clerk/Tre...	2,980.77	
			Orange, Moshe	Bi-Weekly Payroll	A601.a · Federal ...	0.00	
			Orange, Moshe	Bi-Weekly Payroll	A601.c · FICA Tax ...		184.81
			Orange, Moshe	Bi-Weekly Payroll	A601.d · Medicare ...		43.22
			Orange, Moshe	Bi-Weekly Payroll	A601.b · State Wit...		129.81
			Orange, Moshe	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Orange, Moshe	Bi-Weekly Payroll	A601.f · Family Le...		12.87
						2,980.77	2,980.77
Check	07/24/2026	DD	Press, William	Bi-Weekly Payroll	A200 · General Ac...		593.28
			Press, William	Bi-Weekly Payroll	1425.a · Code Enf...	733.26	
			Press, William	Bi-Weekly Payroll	A601.a · Federal ...		61.40
			Press, William	Bi-Weekly Payroll	A601.c · FICA Tax ...		45.46
			Press, William	Bi-Weekly Payroll	A601.d · Medicare ...		10.63
			Press, William	Bi-Weekly Payroll	A601.b · State Wit...		18.12
			Press, William	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Press, William	Bi-Weekly Payroll	A601.f · Family Le...		3.17
						733.26	733.26
Check	07/24/2026	DD	Zidile, Raanan N.	Bi-Weekly Payroll	A200 · General Ac...		281.55
			Zidile, Raanan N.	Bi-Weekly Payroll	1350.b · Trustees' ...	307.69	
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.a · Federal ...	0.00	
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.c · FICA Tax ...		19.08
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.d · Medicare ...		4.46
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.b · State Wit...		0.07
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.f · Family Le...		1.33
						307.69	307.69
Check	07/24/2026	AC...		Payroll Tax	A200 · General Ac...		2,483.00
				To Record Payroll Withholding S...	A601.a · Federal ...	559.24	
				Payroll Tax	A601.c · FICA Tax ...	633.28	
				Payroll Tax	A601.d · Medicare ...	148.09	
				Payroll Tax	A601.b · State Wit...	361.02	
				Payroll Tax	A9030.a · Employe...	633.28	
				Payroll Tax	A9030.b · Employe...	148.09	
						2,483.00	2,483.00
Check	07/29/2026	118...	Town of Ramapo	Invoice HWY0000534 - Highway...	A200 · General Ac...		25,596.25
			Town of Ramapo	Highway Maintenance	A5142.a · Contract...	25,596.25	
						25,596.25	25,596.25
Check	07/29/2026	118...	Bullet Security	Invoice #193620 - Service Call & ...	A200 · General Ac...		225.00
			Bullet Security	Invoice #193620 - Service Call & ...	7510.e · Security	225.00	
						225.00	225.00
Check	07/29/2026	118...	First Citizens Bank & Trust Co.	Copy Machine - Invoice 49500170	A200 · General Ac...		228.00
			First Citizens Bank & Trust Co.	Copy Machine - Invoice 49500170	1328.t · Clerk/Trea...	228.00	
						228.00	228.00
Check	07/29/2026	118...	N.Y.S. Unemployment Insurance	Employer Payment Transmittal (...)	A200 · General Ac...		457.82
			N.Y.S. Unemployment Insurance	Employer Payment Transmittal (...)	A9080 · Unemploy...	457.82	
						457.82	457.82
Check	07/29/2026	118...	Covino and Sons Construction Co	Burgress Meredith Park Improve...	A200 · General Ac...		24,598.00
			Covino and Sons Construction Co	Burgress Meredith Park Improve...	7141.b · Parks Mai...	24,598.00	
						24,598.00	24,598.00
Check	07/29/2026	118...	Pitney BowesGlobal Financial Se...	Invoices #3322903633 & 102976...	A200 · General Ac...		138.83
			Pitney BowesGlobal Financial Se...	Postage Machine Fee - 6/1/26 - ...	1328.t · Clerk/Trea...	65.97	
			Pitney BowesGlobal Financial Se...	Ilmk	1328.t · Clerk/Trea...	72.86	
						138.83	138.83
Check	07/29/2026	118...	Just A Cleaning Service	Village Hall Cleaning - Invoice 4...	A200 · General Ac...		380.00
			Just A Cleaning Service	June 3, 10, 17, & 24 of 2026	1620.b · Village Ha...	380.00	
						380.00	380.00
Check	07/29/2026	118...	ZP Consultants LLC	Invoice 1019 - AFR Prep	A200 · General Ac...		3,000.00

08/18/26

Village of Pomona
Monthly Abstract Listing
 July 23 through August 18, 2026

Type	Date	Num	Name	Memo	Account	Debit	Credit
			ZP Consultants LLC	Invoice 1019 - AFR Prep	A1320 · Auditors	3,000.00	
						3,000.00	3,000.00
Check	08/15/2026		Optimum Optimum	Billing period is this month for Ac... Billing period is this month for Ac...	A200 · General Ac... 1328.c · Phone & I...	92.16	92.16
						92.16	92.16
Check	08/07/2026	DD	Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde Arsa Artha, Tjokorda Gde	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 7510.2 · Cultural D... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	1,500.00 6.48	1,280.88 42.69 93.00 21.75 54.00 1.20
						1,500.00	1,500.00
Check	08/07/2026	DD	Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H. Brigando, Sharon H.	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1325.g · Part Time... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	1,057.69 4.57	703.48 232.11 65.58 15.33 35.42 1.20
						1,057.69	1,057.69
Check	08/07/2026	DD	Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan Fuchs, Ilan	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.a · Mayor A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le... A631 · Due to NYS...	1,000.00 0.00 60.00	838.26 62.00 14.50 19.72 1.20 4.32
						1,000.00	1,000.00
Check	08/07/2026	DD	Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc Greenberg, Marc	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	307.69 0.00 1.33	280.72 19.08 4.46 0.90 1.20
						307.69	307.69
Check	08/07/2026	DD	Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel Grunwald, Joel	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	307.69 0.00 1.33	280.72 19.08 4.46 0.90 1.20
						307.69	307.69
Check	08/07/2026	DD	Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai Lasker, Mordechai	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1350.b · Trustees' ... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le...	346.15 0.00 0.00 1.50	316.97 21.46 5.02 1.20
						346.15	346.15
Check	08/07/2026	DD	Orange, Moshe Orange, Moshe Orange, Moshe Orange, Moshe Orange, Moshe	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 1325.a · Clerk/Tre... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ...	2,980.77 0.00 	2,608.86 184.80 43.22

08/18/26

Village of Pomona
Monthly Abstract Listing
 July 23 through August 18, 2026

Type	Date	Num	Name	Memo	Account	Debit	Credit
			Orange, Moshe	Bi-Weekly Payroll	A601.b · State Wit...		129.81
			Orange, Moshe	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Orange, Moshe	Bi-Weekly Payroll	A601.f · Family Le...		12.88
						2,980.77	2,980.77
Check	08/07/2026	DD	Press, William	Bi-Weekly Payroll	A200 · General Ac...		640.71
			Press, William	Bi-Weekly Payroll	1425.a · Code Enf...	795.00	
			Press, William	Bi-Weekly Payroll	A601.a · Federal ...		67.58
			Press, William	Bi-Weekly Payroll	A601.c · FICA Tax ...		49.29
			Press, William	Bi-Weekly Payroll	A601.d · Medicare ...		11.53
			Press, William	Bi-Weekly Payroll	A601.b · State Wit...		21.26
			Press, William	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Press, William	Bi-Weekly Payroll	A601.f · Family Le...		3.43
						795.00	795.00
Check	08/07/2026	DD	Zidile, Raanan N.	Bi-Weekly Payroll	A200 · General Ac...		281.55
			Zidile, Raanan N.	Bi-Weekly Payroll	1350.b · Trustees' ...	307.69	
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.a · Federal ...	0.00	
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.c · FICA Tax ...		19.08
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.d · Medicare ...		4.46
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.b · State Wit...		0.07
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Zidile, Raanan N.	Bi-Weekly Payroll	A601.f · Family Le...		1.33
						307.69	307.69
Check	08/07/2026	DD	Zummo, Louis	Bi-Weekly Payroll	A200 · General Ac...		1,111.16
			Zummo, Louis	Bi-Weekly Payroll	3620.h · Building I...	1,673.08	
			Zummo, Louis	Bi-Weekly Payroll	A601.a · Federal ...		223.04
			Zummo, Louis	Bi-Weekly Payroll	A601.c · FICA Tax ...		103.74
			Zummo, Louis	Bi-Weekly Payroll	A601.d · Medicare ...		24.26
			Zummo, Louis	Bi-Weekly Payroll	A601.b · State Wit...		102.08
			Zummo, Louis	Bi-Weekly Payroll	A601.e · Disability ...		1.20
			Zummo, Louis	Bi-Weekly Payroll	A601.f · Family Le...		7.22
			Zummo, Louis	Bi-Weekly Payroll	A631 · Due to NYS...		100.38
						1,673.08	1,673.08
Check	08/07/2026	AC...		Payroll Tax	A200 · General Ac...		2,501.78
				To Record Payroll Withholding S...	A601.a · Federal ...	565.42	
				Payroll Tax	A601.c · FICA Tax ...	637.11	
				Payroll Tax	A601.d · Medicare ...	148.99	
				Jan 27, 2026 - NYS DTF WT TA...	A601.b · State Wit...	364.16	
				Payroll Tax	A9030.a · Employe...	637.11	
				Payroll Tax	A9030.b · Employe...	148.99	
						2,501.78	2,501.78
Check	08/17/2026	ACH	Orange & Rockland		A200 · General Ac...		255.31
			Orange & Rockland	Village Hall - 40933-10000-6 - 10...	1620.a · Orange & ...		
			Orange & Rockland	Cultural Center - 85367-93000-6 ...	7510.a · Orange & ...		
			Orange & Rockland	Call Hollow Road - 88971-72000-...	1620.a · Orange & ...		
			Orange & Rockland	Street Lighting - 28458-53000-4 -...	A5192 · Street Lig...	255.31	
						255.31	255.31
Check	08/10/2026	118...	USA TODAY Media Corp	Invoice 0007802431 - Tax Warra...	A200 · General Ac...		159.50
			USA TODAY Media Corp	Invoice 0007802431 - Tax Warra...	A1421 · Legal Ads/...	159.50	
						159.50	159.50
Check	08/10/2026	118...	Verizon	Account Number: 451-782-267-0...	A200 · General Ac...		41.13
			Verizon	Cultural Center	7510.c · Verizon	41.13	
						41.13	41.13
Check	08/10/2026	118...	Moshe Orange -	Certificate Clerk Fees 3X	A200 · General Ac...		30.00
			Moshe Orange -	Certificate Clerk Fees 3X	1328.j · Death Cert...	30.00	
						30.00	30.00
Check	08/10/2026	118...	Louis M. Zummo	Mileage Reimbursement - 823.36...	A200 · General Ac...		596.94
			Louis M. Zummo	6/8/26 - 8/3/26	3620.b · Mileage	596.94	
						596.94	596.94
Check	08/10/2026	118...	Curti's Landscaping, Inc.	Invoice 15245 - August 2026	A200 · General Ac...		1,954.00
			Curti's Landscaping, Inc.	Invoice 15245 - August 2026	7141.d · Landscap...	1,954.00	
						1,954.00	1,954.00

08/18/26

Village of Pomona
Monthly Abstract Listing
 July 23 through August 18, 2026

Type	Date	Num	Name	Memo	Account	Debit	Credit
Check	08/10/2026	118...	Toilets To Go DBA John To Go Toilets To Go DBA John To Go	Invoice 360484 Ambassador Flush 8/7/26-9/3/26	A200 · General Ac... 7141.f · Beautificat...	150.00	150.00
						150.00	150.00
Check	08/10/2026	118...	Nicole's Reproductions Nicole's Reproductions	Invoice #176448 Invoice #176448	A200 · General Ac... 1328.r · Print/Repr...	17.75	17.75
						17.75	17.75
Check	08/10/2026	118...	Just A Cleaning Service Just A Cleaning Service	Village Hall Cleaning - Invoice 4... June 1, 8, 15, 22, 29 of 2026	A200 · General Ac... 1620.b · Village Ha...	475.00	475.00
						475.00	475.00
Check	08/10/2026	118...	Spence Engineering Spence Engineering Spence Engineering	July 2026 - VOP0726 July 2026 - VOP0726 Escrow	A200 · General Ac... 1440.c · Engineeri... 1440.c · Engineeri...	864.33 4,698.75	5,563.08
						5,563.08	5,563.08
Check	08/10/2026	118...	Shell Ann Printing Shell Ann Printing	Invoice #33435 - Building Depart... Invoice #33435 - Building Depart...	A200 · General Ac... 1450.c · Contractual	342.99	342.99
						342.99	342.99
Check	08/10/2026	118...	William Press - William Press -	Mileage Reimbursement 541 Mileage Reimbursement 541	A200 · General Ac... 1425.b · Code Enf...	392.23	392.23
						392.23	392.23
Check	08/10/2026	118...	Feerick Nugent & MacCartney Feerick Nugent & MacCartney	Invoice 13012, 12805, & 12885 12 Hidden Drive, 34 North Ridge,...	A200 · General Ac... 1420.a · Legal Work	1,100.00	1,100.00
						1,100.00	1,100.00
Check	08/10/2026	118...	Nelson, Pope, & Voorhis, LLC Nelson, Pope, & Voorhis, LLC	Invoice 38475 Chabad of the Heights - June Work	A200 · General Ac... 8020.c · Planner-N...	525.00	525.00
						525.00	525.00
Check	08/10/2026	118...	ZP Consultants LLC ZP Consultants LLC	Invoice 1020 - Monthly Bookkeep... Invoice 1020 - Monthly Bookkeep...	A200 · General Ac... A1320 · Auditors	3,000.00	3,000.00
						3,000.00	3,000.00
Check	08/10/2026	118...	Tjokorda Gde Arsa Artha Tjokorda Gde Arsa Artha	Hospitality Reimbursement - Su... Hospitality Reimbursement - Su...	A200 · General Ac... 7510.e · Event Ho...	130.13	130.13
						130.13	130.13
Check	08/10/2026	118...	Jeremy Wall Jeremy Wall	Summer 2026 Concery - Jazz Qa... Summer 2026 Concery - Jazz Qa...	A200 · General Ac... 7510.j · Events Per...	800.00	800.00
						800.00	800.00
Check	07/24/2026	DD	Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis Zummo, Louis	Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll Bi-Weekly Payroll	A200 · General Ac... 3620.h · Building I... A601.a · Federal ... A601.c · FICA Tax ... A601.d · Medicare ... A601.b · State Wit... A601.e · Disability ... A601.f · Family Le... A631 · Due to NYS...	1,673.08	1,111.17 223.04 103.73 24.25 102.08 1.20 7.23 100.38
						1,673.08	1,673.08
TOTAL						109,109.26	109,109.26

PAYROLL REGISTER

CHECK DATE: July 24, 2026

Payroll Summary Report

Village of Pomona

Pay Period From 7/6/2026 to 7/19/2026, Pay Date: 7/24/2026, Payroll # 16 (Standard)

Payroll Summary

Total Gross Pay:	\$10,214.02	Employees Paid:	10	DD Debit Date: 07/22/2026
Total Reimbursements:	\$0.00	Total Checks:	10	
Total Direct Deposit:	\$8,295.89	Handwritten Checks:	0	
Total Child Support:	\$0.00	DD Checks:	10	
Total HSA:	\$0.00			
Total Net Checks:	\$0.00			

Tax Liabilities for This Payroll

Federal: Semi-Weekly NY: 3 Days

Electronic Payments	Debit Date *	Due Date	Method	Amount
Federal Withholding & FICA Tax	07/23/2026	07/29/2026	EFTPS	2,121.98
NY Tax Withholding	07/23/2026	07/29/2026	E-File	361.02

Total Liabilities: \$2,483.00

* With Form: Payment debited on the day form is filed.

Third Party Liabilities for this payroll

<u>Description</u>	<u>Amount</u>
Box 14	160.38
NY PFML Withholding	44.12
NY SDI Withholding	12.00
Total Third Party Liabilities:	<u>\$216.50</u>

Gross Pay	\$10,214.02
Reimbursements	\$0.00
- Cash Tips	\$0.00
ER Taxes	
TOTAL COST OF PAYROLL:	<u>\$10,995.39</u>

Check Record Report

Village of Pomona

Pay Period From 7/6/2026 to 7/19/2026, Pay Date: 07/24/2026, Payroll # 16 (Standard)

Employee Checks

Emp #	Employee Name	Gross Pay	Net Pay	Direct Deposit	Check Amount	Check Number
1	Tjokorda Gde Arsa Artha	1,500.00	1,280.88	1,280.88	0.00	
2	Sharon H Brigando	1,057.69	703.47	703.47	0.00	
3	Ilan Fuchs	1,000.00	838.26	838.26	0.00	
4	Marc Greenberg	307.69	280.72	280.72	0.00	
5	Joel Grunwald	307.69	280.72	280.72	0.00	
6	Mordechai Lasker	346.15	316.98	316.98	0.00	
7	Moshe Orange	2,980.77	2,608.86	2,608.86	0.00	
8	William Press	733.26	593.28	593.28	0.00	
9	Raanan N Zidile	307.69	281.55	281.55	0.00	
10	Louis M Zummo	1,673.08	1,111.17	1,111.17	0.00	
Totals :		10,214.02	8,295.89	8,295.89	0.00	

PAYROLL REGISTER

CHECK DATE: August 7, 2026

Payroll Summary Report

Village of Pomona

Pay Period From 7/20/2026 to 8/2/2026, Pay Date: 8/7/2026, Payroll # 17 (Standard)

Payroll Summary

Total Gross Pay:	\$10,275.76	Employees Paid:	10	DD Debit Date: 08/05/2026
Total Reimbursements:	\$0.00	Total Checks:	10	
Total Direct Deposit:	\$8,343.31	Handwritten Checks:	0	
Total Child Support:	\$0.00	DD Checks:	10	
Total HSA:	\$0.00			
Total Net Checks:	\$0.00			

Tax Liabilities for This Payroll

Federal: Semi-Weekly NY: 3 Days

Electronic Payments	Debit Date *	Due Date	Method	Amount
Federal Withholding & FICA Tax	08/06/2026	08/12/2026	EFTPS	2,137.62
NY Tax Withholding	08/06/2026	08/12/2026	E-File	364.16

Total Liabilities: \$2,501.78

* With Form: Payment debited on the day form is filed.

Third Party Liabilities for this payroll

<u>Description</u>	<u>Amount</u>
Box 14	160.38
NY PFML Withholding	44.39
NY SDI Withholding	12.00
Total Third Party Liabilities:	<u>\$216.77</u>

Gross Pay	\$10,275.76
Reimbursements	\$0.00
- Cash Tips	\$0.00
ER Taxes	\$786.10
TOTAL COST OF PAYROLL:	<u>\$11,061.86</u>

Check Record Report

Village of Pomona

Pay Period From 7/20/2026 to 8/2/2026, Pay Date: 08/07/2026, Payroll # 17 (Standard)

Employee Checks

Emp #	Employee Name	Gross Pay	Net Pay	Direct Deposit	Check Amount	Check Number
1	Tjokorda Gde Arsa Artha	1,500.00	1,280.88	1,280.88	0.00	
2	Sharon H Brigando	1,057.69	703.48	703.48	0.00	
3	Ilan Fuchs	1,000.00	838.26	838.26	0.00	
4	Marc Greenberg	307.69	280.72	280.72	0.00	
5	Joel Grunwald	307.69	280.72	280.72	0.00	
6	Mordechai Lasker	346.15	316.97	316.97	0.00	
7	Moshe Orange	2,980.77	2,608.86	2,608.86	0.00	
8	William Press	795.00	640.71	640.71	0.00	
9	Raanan N Zidile	307.69	281.55	281.55	0.00	
10	Louis M Zummo	1,673.08	1,111.16	1,111.16	0.00	
Totals :		10,275.76	8,343.31	8,343.31	0.00	

CABLE FRANCHISE RENEWAL AGREEMENT

BY AND BETWEEN

THE VILLAGE OF POMONA, NEW YORK

AND

VERIZON NEW YORK INC.

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Exhibit

Exhibit A: Municipal Buildings to be Provided Cable Service Subject to Section 3.3

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Pomona, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA granted to Franchisee effective as of November 14, 2008, a nonexclusive cable franchise agreement to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunications Service facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the LFA and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with the NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Cable Law, pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas that may be annexed or acquired.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenue earned or accrued net of bad debts including revenue for:

1.16.1.1. Basic Service;

1.16.1.2. all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service-related program guides, the installation, disconnection or reconnection of Cable Service; revenue from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service-related Subscriber premises equipment, whether by lease or fee;

1.16.1.3. video on demand Cable Service and pay-per-view Cable Service;

1.16.1.4. revenue from the sale or lease of access channel(s) or channel capacity;

1.16.1.5. compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System (on a pro rata basis), such as "home shopping" or a similar channel, subject to the exceptions below; and

1.16.1.6. a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. For the avoidance of doubt, advertising revenue shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties).

1.16.1.6.1. Advertising and home shopping revenue, as described in Sections 1.16.1.5 and 1.16.1.6, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular source as of the last day of such period.

1.16.2. Gross Revenue shall not include:

1.16.2.1. Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers;

1.16.2.2. revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2.3. bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

1.16.2.4. refunds, rebates or discounts made to Subscribers or other third parties;

1.16.2.5. any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue;

1.16.2.6. the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

1.16.2.7. the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

1.16.2.8. any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users' tax, public service tax, communication taxes and non-cable franchise fees);

1.16.2.9. any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

1.16.2.10. sales of capital assets or sales of surplus equipment;

1.16.2.11. program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

1.16.2.12. directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.2.13. any fees or charges collected from Subscribers or other third parties for any PEG Grant payments; and

1.16.2.14. except as otherwise provided in Subsection 1.16.1, any revenue classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge, and any other revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable

state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing within sixty (60) days following the date of issuance of an order from the NY PSC approving such amendment.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchising Authority (LFA)*: The Village of Pomona, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Service*: Any service that does not constitute a Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NY PSC*: The New York Public Service Commission.

1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.29. *Title VI:* Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise:* Any transaction in which: a fifty percent (50%) ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons. However, notwithstanding the foregoing, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

1.32. *Video Service Provider or VSP:* Any entity using wired facilities occupying any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA. A VSP shall include, but is not limited to, any entity that provides Cable Services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants to the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit the LFA's existing authority with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the Transportation Corporations Law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other similar adjustments to the Public-Rights-of-Way, consistent with NY PSC rules and regulations and orders.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the

Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Section 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

(a) commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

(b) terminating the Franchise within two (2) years from notice to the LFA;

(c) if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) submitting the matter to mediation by a mutually-acceptable mediator.

2.5. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise.

2.6. *Franchise Subject to State and Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of state and federal law as it may be amended, including but not limited to the Communications Act and the Cable Law.

2.7. *No Waiver:*

2.7.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.7.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.8. *Construction of Agreement:*

2.8.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.8.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.8.3. The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

2.9. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.10. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to its pre-existing condition.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1. *Franchise Area:*

3.1.1. *Franchise Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Subsection 3.1.1.1. and Section 3.2; and (H) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1. *Density Requirement:* Subject to Section 3.1.1. above, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area existing as of the Effective Date where the average density is equal to or greater than thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, within a reasonable period of time following the Effective Date, the Franchisee may provide written notice to the LFA regarding the manner and process by which the Franchisee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under the franchise agreement. Subject to Section 3.1, if requested in writing by the LFA and within sixty (60) days following such request, Franchisee shall provide, within the Franchise Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as designated by the LFA in **Exhibit A**. Franchisee may charge for such Basic Service in accordance with applicable law, which as of the Effective Date is Franchisee's marginal cost of providing such service. If it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

3.4. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* The Cable System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service using sufficient bandwidth with an initial digital carrier passband between 50 and 860 MHz and/or industry standard Open Systems Interconnection (OSI) model elements.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

4.5. *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers’ capability to control the reception of any channels being received on their television sets.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, “PEG Access Channels”).

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change PEG Access Channel assignments in its sole discretion; provided, however, that Franchisee shall notify the LFA at least thirty (30) days before making any such change. If a PEG Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee

shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.1.4. Franchisee shall ensure that the PEG Access Channels are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that Franchisee is not responsible for the production quality of PEG Access Channel programming productions, nor for any deficiencies in the signal that it receives from the LFA and/or the PEG Access Designee.

5.2. PEG Grant:

5.2.1. Franchisee shall provide to the LFA, or at the written direction of the LFA, to the PEG Access Designee, for use in support of the production of local PEG Access Channel programming a PEG Access Channel grant in the total amount of One Thousand Two Hundred Fifty Dollars (\$1,250) due and payable within sixty (60) days of the Effective Date (the "PEG Grant").

5.2.2. The PEG Grant shall be used solely by the LFA for PEG Access Channel equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG Access Channel facilities. The LFA and/or PEG Access Designee, as determined by the LFA, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.2.3. The LFA shall provide Franchisee with a complete accounting annually of the distribution of PEG Grant funds paid to the LFA pursuant to this Section.

5.2.5.3. Indemnity for PEG: To the extent that the LFA utilizes its PEG Access Channels or facilities, the LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. To the extent the LFA utilizes PEG Access Channels, the LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531. In accordance with 47 U.S.C. §558, the Franchisee shall not incur any liability arising from or in connection with any PEG Access Channels.

5.3.5.4. Recovery of Costs: To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers any costs arising from the provision of PEG Access

Channel services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.4.5.5.No PEG Access Designee Rights: The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE FEES

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4. *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if necessary, only to include the value of Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC commission rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the

LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain for franchise compliance purposes any books and records longer than six (6) years, subject to maintaining records that are the subject of a pending inquiry, if any by the LFA for so long as the parties are addressing such inquiry. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Franchise, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of ten million dollars (\$10,000,000) per occurrence for property damage and bodily injury and ten million dollars (\$10,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of ten million dollars (\$10,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease-each employee: \$100,000; \$500,000 disease-policy limit.

8.1.1.4. Telecommunications, Media & Technology Errors & Omissions Insurance including Network Security and Cyber Liability with limits of five million dollars (\$5,000,000) per claim and aggregate including coverage for unauthorized access data breaches, or failure to protect personally identifiable information covering the acts, errors and/or omissions of Franchisee in the performance of professional services under this Agreement.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any

damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties acting on behalf of the LFA.

9. TRANSFER OF THE FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under the definition of Transfer of the Franchise above.

10. RENEWAL OF THE FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, the parties agree that if Franchisee invokes Section 2.4 of the

Franchise (*Termination Generally*) and a timely written termination notice is provided, the LFA's prior written consent is considered granted.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action by the parties.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be to:

Verizon
One Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, VP & Deputy General Counsel

with a copy to:

Verizon
111 Main Street
White Plains, NY 10601
Attention: Pamela N. Goldstein, Associate General Counsel

Notices to the LFA shall be to:

Mayor
Village of Pomona
100 Ladentown Road
Pomona, NY 10970

with a copy to:

Village Attorney
Village of Pomona
100 Ladentown Road
Pomona, NY 10970

12.7. *Entire Agreement:* This Franchise and the Exhibit hereto constitute the entire agreement between Franchisee and the LFA and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.18. *Performance Review:* The LFA may conduct a performance review related to Franchisee's performance of its obligations under this Agreement no more than once every three (3) years during the term. Any performance review shall be initiated through written notice to Franchisee by the LFA and the LFA or consultant employed by the LFA shall submit its complete request for records within one (1) month of the LFA providing written notice of a

performance review. Subject to the confidentiality provisions of Section 7.1 and execution of a non-disclosure agreement with a consultant directly employed by the LFA, all records necessary for any such performance review shall be made available by Franchisee to the LFA or its consultant for inspection at an office of Franchisee.

12.20. *No Third-Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.21. *LFA Official:* The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.22. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.23. *Identification of Franchisee's Employees, Contractors and Subcontractors:* The Franchisee shall require all the Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers to wear a clearly visible identification card bearing their name and photograph.

12.24. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[Signature Page Follows]

AGREED TO THIS 24th DAY OF AUGUST, 2026.

LFA:

VILLAGE OF POMONA

By: _____
Ilan Fuchs, Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

By: _____
Joseph E. Beasley, Vice President

EXHIBIT A

**MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3**

Facility	Address	Municipality	State	Zip
Village Hall	100 Ladentown Rd.	Pomona	NY	10970
Village Cultural Center	584 Route 306	Pomona	NY	10970

RESOLUTION

A Meeting of the Village Board of the Village of Pomona, New York was convened on **August 24, 2026 at 7:30 p.m.**

The following Resolution was duly offered and seconded to wit:

RESOLUTION OF THE VILLAGE BOARD FOR THE MAYOR TO EXECUTE FRANCHISE AGREEMENT WITH VERIZON NEW YORK, INC.

WHEREAS, the Village Board of the Village of Pomona ("Village Board") wishes to enter into a Franchise Agreement with Verizon New York, Inc. to renew the term of the agreement to operate a cable system in the franchise area for the benefit of the Village; and

WHEREAS, a public hearing notice was published by the Clerk and did conduct a public hearing on August 24, 2026, before a duly constituted Village Board, with respect the renewal of the Verizon Franchise Agreement and hearing no objection, the public hearing was closed; and

WHEREAS, the Village Board being satisfied with the terms and conditions of the Verizon Cable Franchise Renewal Agreement between Verizon and the Village as "franchising authority" under Title VI of the Federal Communications Act, 47 U.S.C. § 522(10), and as a franchising municipality under Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899 of the Official Compilation of Codes, Rules, and Regulations of the State of New York; and

WHEREAS, the Village Board desires to approve the franchise agreement and authorize the Mayor to execute the documents necessary to complete the Franchise Agreement and transaction as presented to the Village Board.

NOW, THEREFORE, BE IT RESOLVED: that:

Section 1. All "Whereas" clauses are hereby incorporated by reference as though set forth in full herein.

Section 2. The Village Board hereby approves the Franchise Agreement as presented to the Village Board by Verizon New York, Inc. and authorizes the Mayor to execute all documents necessary to finalize the Franchise Agreement as presented to the Village Board in a final form approved by legal counsel.

Section 3. The Mayor or any other officer, employee or consultant as directed by the Mayor, are authorized to take any and all necessary actions to carry out the provisions of this Resolution.

Section 4. This Resolution shall be effective immediately

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	Nay	Abstain	Absent
Mayor Ilan Fuchs	[]	[]	[]	[]
Deputy Mayor Mendy Lasker	[]	[]	[]	[]
Trustee Marc Greenberg	[]	[]	[]	[]
Trustee Joel Grunwald	[]	[]	[]	[]
Trustee Raanan Zidile	[]	[]	[]	[]

The Resolution was thereupon duly adopted.